

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

ELSEVIER INC., BEDFORD, FREEMAN & WORTH
PUBLISHING GROUP, LLC d/b/a MACMILLAN
LEARNING, CENGAGE LEARNING, INC.,
MCGRAW HILL LLC, and PEARSON EDUCATION,
INC.,

Civil Action No. 20-cv-8438-LLS

Plaintiffs,

v.

MAGDIEL GARCIA, HENRY GONZALEZ
HERRERA, YUNAYSIS MARTIN MATA, MAGHEN
INC., LEIDGAM HOLDINGS, LLC, and YRNEH
HOLDINGS, LLC,

Defendants.

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DATE FILED: 5/23/23

PROPOSED FINAL JUDGMENT AND PERMANENT INJUNCTION

LLS

Plaintiffs Elsevier Inc., Bedford, Freeman & Worth Publishing Group, LLC d/b/a Macmillan Learning, Cengage Learning, Inc., McGraw Hill LLC, and Pearson Education, Inc. (collectively, "Plaintiffs") filed claims against Defendants Magdiel Garcia, Henry Gonzalez Herrera, Yunaysia Martin Mata, Maghen Inc., Leidgam Holdings, LLC, and Yrneh Holdings, LLC (collectively, "Defendants") for copyright infringement pursuant to the Copyright Act, 17 U.S.C. §§ 101 *et seq.*, and McGraw Hill LLC filed claims against Defendants for trademark infringement pursuant to the Lanham Act, 15 U.S.C. §§ 1114(1) *et seq.* Plaintiffs and Defendants indicate that they have settled this matter. In connection therewith, Plaintiffs and Defendants have jointly stipulated to entry of this Final Judgment and Permanent Injunction.

NOW, THEREFORE, it is hereby:

I. ORDERED that final judgment is ENTERED for Plaintiffs against Defendants.

With respect to monetary relief, judgment against is entered against Defendants

Henry Gonzalez Herrera, Maghen Inc., Yrneh Holdings, LLC, Magdiel Garcia, and Leidgam Holdings, LLC for \$350,000.00, jointly and severally. The parties shall bear their own costs and expenses, including attorneys' fees.

II. FURTHER ORDERED that a permanent injunction is **ENTERED** in this action as follows:

- a. Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert or participation with any of them, who receive actual notice of this Permanent Injunction, are permanently enjoined from:
 - i. Directly or indirectly infringing any of Plaintiffs' Copyrighted Works¹;
 - ii. Directly or indirectly infringing any of Plaintiffs' Marks²;
 - iii. Copying, reproducing, manufacturing, importing, downloading, uploading, transmitting, distributing, selling, offering for sale, advertising, marketing, promoting, or otherwise exploiting any of Plaintiffs' Copyrighted Works and/or goods bearing infringing copies of Plaintiffs' Marks or ;

¹"Plaintiffs' Copyrighted Works" means any and all textbooks, test banks, instructor solutions manuals, or other copyrighted works, or portions thereof, whether now in existence or later created, regardless of media type, the copyrights to which are owned or exclusively controlled by any of the Plaintiffs or their parents, subsidiaries, affiliates (excluding for Macmillan Learning, its affiliates and its parents other than its immediate parent company), predecessors, successors, and assigns, whether published in the United States or abroad.

² "Plaintiffs' Marks" means any and all trademarks and service marks, whether now in existence or later created, which are owned or exclusively controlled by any of the Plaintiffs or their parents, subsidiaries, affiliates (excluding for Macmillan Learning, its affiliates and its parents other than its immediate parent company), predecessors, successors, and assigns, whether used in commerce in the United States or abroad.

- iv. Enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing others to engage in the acts described in paragraphs II.a.i-iii above;
- v. Using, hosting, operating, maintaining, creating, providing, or registering any computer server, website, domain name, domain name server, cloud storage, e-commerce platform, online advertising service, search engine, social media platform, payment processing, or financial service to infringe or to enable, facilitate, permit, assist, solicit, encourage, or induce the infringement of Plaintiffs' Copyrighted Works or Plaintiffs' Marks.

- III. FURTHER ORDERED** that all funds in the restrained accounts listed on the attached **Appendix A** shall be disbursed to Plaintiffs through their counsel Oppenheim + Zebrak, LLP.
- IV. FURTHER ORDERED** that the domain names for the websites listed on the attached **Appendix B** shall be transferred to the ownership and control of Plaintiffs, and that Defendants shall take all necessary steps to facilitate such transfer through the applicable registrars and/or registries.
- V. FURTHER ORDERED** that the Court retains jurisdiction for the purpose of enforcing this Order. Without limiting the foregoing, in the event Plaintiffs discover any new websites owned or operated by Defendants in violation of any of the terms of this Permanent Injunction, Plaintiffs may move the Court for a supplemental order as may be appropriate to effectuate the purposes of this Permanent Injunction.

VI. **FURTHER ORDERED** that this Order replaces the Court's Preliminary Injunction issued in this case as to Defendants.

SO ORDERED this 23rd day of May, 2023.

Louis L. Stanton
HON. LOUIS L. STANTON
United States District Judge

APPENDIX A

Financial Institution	Account Number
Bank of America	*****5685
JPMorgan Chase	*****1863
PayPal	*****9210
PayPal	*****0227
PayPal	*****7946
PayPal	*****1530
PayPal	*****6527
Square	*****2132
Square	*****hmky
Stripe	acct_*****gOGi
Stripe	acct_*****S7tB
Stripe	acct_*****gYef
Stripe	acct_*****fpJu
Stripe	acct_*****MZ8Q
Stripe	acct_*****czyV
TD Bank	*****2132
TD Bank	*****3114
TD Bank	*****1197
TD Bank	*****8776
TD Bank	*****0478
Wells Fargo	*****4925
Wells Fargo	*****0989
Wells Fargo	*****9203

APPENDIX B

1	ebookforless.info
2	nursinghesiexam.com
3	nursingstudyguides.myshopify.com
4	nursingtestbankstore.co
5	nursingtestbankstore.com
6	nursingtestbankstore.info
7	nursingtestbankstore.org
8	nursingtestbankstores.com
9	nursingtestbankworld.co
10	nursingtestbankworld.org
11	studenthelp247.com
12	testbank101.com
13	testbanknursing.org
14	testbankworld.co
15	testbankworld.com
16	testbankworld.org
17	universalstudyguide.com
18	universalstudyguides.com
19	universal-study-guides.myshopify.com
20	universaltestbank.com